

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1189 PAGE 589

MAY 7 4 52 PM '71 WHOM THESE PRESENTS MAY CONCERN.

OLLIE FARNSWORTH
R. M. C.

WHEREAS, R. GLENN HILLIARD AND HEATHER P. HILLIARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE LIBERTY LIFE CREDIT UNION

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Two Thousand Seven Hundred and No/100ths Dollars (\$2,700.00) due and payable

in monthly installments of \$60.06, commencing on the 31st day of May, 1971, and to continue to be paid on the 31st day of each and every month thereafter until paid in full. Payments shall be applied first to interest and then to principal,

with interest thereon from date at the rate of 1% per/ month per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, lying on the South side of Tallulah Drive, being known and designated as Lot Nos. 21 and 23 according to a plat entitled "Property of D. T. Smith", said plat being dated March 5, 1923, and recorded in the R.M.C. Office for Greenville County in Plat Book F, at page 108, and having, according to the said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Tallulah Drive at the joint front corner of Lot Nos. 23 and 25 and running thence with the joint line of Lot Nos. 23 and 25, S. 25-40 E. 200 feet to an iron pin at the joint rear corner of Lot Nos. 23, 24, 25 and 26; thence with the joint rear line of Lot Nos. 22 and 24, S. 64-20 W. 200 feet to an iron pin at the joint rear corner of Lot Nos. 19, 20, 21 and 22; thence with the joint line of Lot Nos. 19 and 21, N. 25-40 W. 200 feet to an iron pin on the South side of Tallulah Drive; thence with the South side of Tallulah Drive, N. 64-20 E. 200 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Mortgagors herein by Deed of Ellen G. Shaw, to be recorded of even date.

It is understood and agreed between the parties hereto that this mortgage constitutes a second lien to that certain mortgage given by the Mortgagors herein to Fidelity Federal Savings & Loan Association and is junior to that certain mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.